

Judge Burgess

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,)	NO. CR06-5243FDB
)	
Plaintiff,)	STIPULATION FOR
v.)	INTERLOCUTORY SALE OF
)	REAL PROPERTY LOCATED AT 81
GREGORY REX WILSON,)	QUAIL RUN ROAD, STEVENSON,
)	WASHINGTON
Defendants.)	
)	(Title vested in the name of Gregory
)	Wilson)

The undersigned parties in this action, the United States of America and Gregory Wilson, by and through their respective undersigned counsel, hereby stipulate and agree to the Interlocutory Sale of the real property located at 81 Quail Run Road, Stevenson, Washington (hereinafter "real property"), as follows:

1. This is a criminal case, wherein the United States is seeking forfeiture of the above identified property pursuant to Title 21, United States Code, Section 853, for violations of Title 21, United States Code, Section 841(a)(1) and 841(b)(1)(D).

2. The real property is located in Skamania County, State of Washington, and is more particularly described as follows:

A tract of land in the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 1 of the FERN MEADOW ESTATES SHORT PLAT, recorded in Book 3 of Short Plats, Page 336, Records of Skamania County, Washington.

SUBJECT TO: PROTECTIVE COVENANTS, including the terms and provisions thereof recorded October 9, 1998 in Book 182, Page 52; ROAD

STIPULATION FOR INTERLOCUTORY SALE OF
REAL PROPERTY LOCATED AT 81 QUAIL RUN ROAD
STEVENSON, SKAMANIA COUNTY
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1 MAINTENANCE AGREEMENT, including the terms and provisions
2 thereof recorded October 9, 1998 in Book 182, Page 49; SITE
3 INSPECTION, including the terms and provisions thereof recorded October
4 9, 1998 in Book 182, Page 55.

5 ALSO SUBJECT TO: RIGHTS OF OTHERS thereto entitled in and to the
6 continued uninterrupted flow of UNNAMED SPRING, and rights of upper
7 and lower riparian owners in and to the use of the waters and the natural
8 flow thereof.

9 AND SUBJECT TO: CONTRACT, including the terms and provisions
10 thereof, between HAMBLETON BROS. LUMBER CO. as seller, and
11 RUSSELL GAYNOR, a single man as purchaser, dated July 26, 1989,
12 recorded July 26, 1989 in Book 115, Page 83, Auditors File No. 107515,
13 Skamania County Records. Excise Tax Receipt No. 12901.

14 EASEMENTS as shown on the recorded short plat.

15 Tax Lot No.: 03 07 25 3 0 0107 00

16 3. The parties hereby stipulate and agree that it is in the best interest of all
17 the parties for the property to be sold by defendant Gregory Wilson, by way of an
18 interlocutory sale.

19 4. The parties agree that defendant Gregory Wilson will market and sell the
20 above-described real property. The parties further agree that the United States will be
21 notified of all reasonable offers to purchase the above-described real property. The
22 defendant will have a period of four (4) months from the entry of his plea agreement in
23 this case to sell the real property.

24 5. The purchase price of the real property will be a cash price.

25 6. The parties agree that from the net proceeds of the sale of the real property,
26 and any additional funds if necessary, the defendant will pay to the United States the sum
27 of \$150,000.00. This amount is in lieu of forfeiting the real property to the United States.
28 If the \$150,000.00 has not been paid to the United States within four (4) months, then the
parties agree that the United States will proceed with the forfeiture of the real property.

7. The parties agree that the \$150,000.00 will be paid to the United States by
way of a cashier's check. The check is to be made payable to the United States Treasury
Department and is to be delivered to the United States Attorney's Office, Asset Forfeiture

1 Unit.

2 8. Defendant Gregory Wilson agrees that he will retain custody, control, and
3 responsibility for the real property until the Interlocutory Sale has been completed.
4 Defendant Wilson further agrees that he will retain existing insurance on the real property
5 until the Interlocutory Sale has been completed. In the event that the defendant does not
6 have current insurance on the real property, defendant Wilson agrees to obtain insurance
7 for the real property and maintain said insurance until the real property is sold.

8 DATED this 6th day of December, 2006.

9 Respectfully submitted,

10 JOHN McKAY
11 United States Attorney

12
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26 s/Gregory Wilson
27 GREGORY WILSON
28 Defendant

ORDER

This Stipulation for Interlocutory Sale is hereby approved.

DATED this 8th day of December, 2006.



FRANKLIN D. BURGESS
UNITED STATES DISTRICT JUDGE